

EXHIBIT C

09/07/2005 07:25 248-813-2637
09/08/2005 11:33 AM

OPERATIONS & LOG

PAGE 02
1/2

AGREEMENT

This Agreement ("Agreement") is entered into as of August 25, 2005 (the "Effective Date") among Delphi Automotive Systems Human Resources LLC ("DASHR"), Delphi Corporation (on behalf of, and together with DASHR and its other affiliates and subsidiaries, "Delphi") and Pentastar Aviation, LLC and its subsidiary Automotive Air Charter Inc. ("Company").

A. Company supplies various services (the "Services") to Delphi under certain agreements (collectively, the "Service Agreements").

B. Delphi and Company have agreed to modify the terms of the Service Agreements.

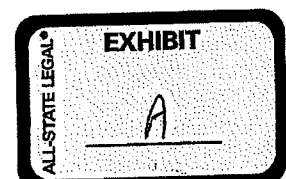
Based upon the foregoing recitals and for good and valuable consideration, the receipt and adequacy of which are acknowledged, Delphi and Company agree as follows:

1. Subject to the modifications set forth herein, all Service Agreements remain in full force and effect.

2. Delphi will pay for Services on the following terms (the "Modified Terms"):
(a) Payment will be due on the 1st day of each month with a discount of 1% per month based on the current pricing effective for Services billed starting on August 25th and continuing through November 26th (e.g., on August 25, Company will invoice Delphi in advance for September fixed charges and in arrears for other charges incurred through approximately August 25) and
(b) existing terms (without any discount) thereafter.

3. In addition to any right of setoff or recoupment provided by law, all amounts due Delphi (including without limitation DASHR and any other subsidiaries or affiliates) shall be considered net of indebtedness of Delphi and/or any of its subsidiaries or affiliates to Company and its affiliates and/or subsidiaries and Company and/or its affiliates and subsidiaries may setoff against, or to recoup from, any amounts due to Delphi and/or its affiliates and subsidiaries from Company and/or its affiliates and subsidiaries whenever arising and however evidenced or arising. Company may defer payments due to Delphi if any obligation due to Delphi and/or its subsidiaries or affiliates is disputed, contingent or unliquidated until the amount due is resolved.

4. Company will keep the terms of this Agreement together with all related discussions strictly confidential. Company will disclose the terms of this Agreement only to its management personnel that need to know such information to implement the terms of this Agreement and legal counsel and other advisors with whom Company has a recognized legal privilege; provided that all such parties have been informed of the confidentiality restrictions contained herein. Company acknowledges that failure to honor the confidentiality provisions contained herein may cause economic harm to Delphi. Any discussions by Company with any third parties, including the press or media or consultants, regarding this Agreement and its terms are expressly prohibited.



09/07/2005 07:25
09/08/2005 11:33 AM

248-813-2637

OPERATIONS & LOG

PAGE 03
2/2

5. The parties acknowledge that they are executing this Agreement without duress or coercion and without reliance on any representations, warranties or commitments other than those representations, warranties and commitments expressly set forth in this Agreement.

6. This Agreement constitutes the entire understanding of the parties in connection with the subject matter hereof. This Agreement may not be modified, altered, or amended except by an agreement in writing signed by Delphi and Company. This Agreement shall be deemed to be incorporated by reference into, and shall be part of, all Service Agreements without any specific reference to this Agreement in any such Service Agreement. The terms and conditions of the Service Agreements are amended to include the terms of this Agreement. Should an inconsistency or conflict exist between the express terms of the Service Agreements and this Agreement, the terms of this Agreement shall govern and control. This Agreement is being entered into among competent persons who are experienced in business and represented by counsel, and has been reviewed by Delphi, Company and their counsel. Therefore, any ambiguous language in this Agreement will not necessarily be construed against any particular party as the drafter of such language.

7. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without regard to conflicts of law principles.

EXECUTED as of the Effective Date.

DELPHI CORPORATION

PENTASTAR AVIATION, LLC

By: Mark C. Lorez
Name: MARK C. LOREZ
Title: VICE PRESIDENT - OPERATIONS

By: Brady Baitiff
Name: Brady Baitiff
Title: CEO

DELPHI AUTOMOTIVE SYSTEMS
HUMAN RESOURCES LLC

By: Kevin M. Butler
Name: Kevin M. Butler
Title: Vice President, HRM